

INTEL PROMOTION TERMS AND CONDITIONS
INTEL & AFFINITY PHOTO 2 SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED. LOCAL LAWS AND REGULATIONS APPLY. WINNERS AND WINNING ENTRIES MAY BE USED IN PROMOTIONAL PUBLICITY.

BY ENTERING, PARTICIPANT UNCONDITIONALLY ACCEPTS THESE OFFICIAL RULES AND DECISIONS OF THE SPONSORS (OR THEIR AUTHORIZED REPRESENTATIVES) WHICH ARE FINAL AND BINDING WITH RESPECT TO ALL MATTERS PERTAINING TO THIS PROMOTION.

1. THE SPONSOR

The Sponsor and organizer of this Promotion is Intel Corporation, 2200 Mission College Blvd., Santa Clara, CA 95052-8119 (the "Sponsor" includes their Authorized Representatives).

The Sponsor offers Participants the opportunity to win awards as outlined in [section 6] below (the "THE AWARDS"). Please read these Terms and Conditions and retain a copy for your information. In participating [per section 4], providing name, address, country of residence and selecting the check box "I have read and accept these Terms and Conditions", Participant agrees to be bound by these Terms and Conditions.

2. ELIGIBILITY

A. The Promotion is open to members of Intel's Create Program 18 or older who do not require consent or permission by their legal guardian or representative at any time during the Promotion Period, and legally reside in: UK (England, Wales, Scotland and Northern Ireland), United States of America (the 50 United States, the District of Columbia), Canada, Australia, India, Japan, Malaysia, and the Philippines.

B. Employees and immediate family of the Sponsor and its parent companies, affiliates, subsidiaries, distributors, advertising and promotion agencies, and fulfillment agencies are not eligible. Immediate family is defined as spouse, parent, sibling, child and/or those living in the same household.

C. Participants must have valid e-mail address and are responsible for updating any change in e-mail address. Winners may be required to sign and return an Affidavit of Eligibility, a Liability Release and, where legally permissible, a Publicity Release within 10 days following the date of first attempted notification. Failure to comply with this deadline may result in loss of right to the award. By registering and accepting the Terms and Conditions of this Promotion, the winner grants permission to Sponsor and its agencies to use their given name and/or likeness, biographical material and/or entry (including an altered form of the entry) for advertising and promotional purposes in any media without geographic or time limitation, and without additional compensation, to the extent that law permits. See Sponsor's privacy policy at [Intel Privacy Notice](#) for details regarding Sponsor's information collection practices in connection with the Promotion.

D. Sponsor complies with all applicable laws, regulations, policies and ethics rules. Participant agrees that acceptance of any potential award will not violate any law, regulation, policy or rule of their country, state or government agency; and any potential award is not in exchange for an agreement to influence a recent, pending or anticipated act or decision that may result in Sponsor obtaining or retaining business or a business advantage.

3. THE PROMOTION PERIOD:

The Promotion begins at 9:00 AM PST on November 21, 2022 and ends at 11:59 PM PST on January 2, 2023 (Promotion Period"). Sponsor's clock is the official clock of the Promotion.

4. HOW TO PARTICIPATE

Participants shall submit entry by providing information identified as required during the Promotion Period at <https://create.intel.com/AffinityPhoto/>. Required information may include Participant name, email, address and/or country of residence. All entries must be received during the Promotion Period to be eligible.

- A. Only one entry per person will be accepted. Participants entering with multiple IPs, platforms, or devices will be disqualified and any award will be void.
- B. Proof of posting or commenting will not be accepted as proof of participation. Entries that are incomplete, illegal, misdirected or received outside of the Promotion Period will not be accepted.
- C. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Entries become the property of the Sponsor and will not be returned. No mechanically reproduced entries permitted. Sponsor is not responsible for lost, late, mutilated, misdirected, incomplete, inaccurate or postage due entries. If there is a dispute as to the identity of a Participant, the award will be granted to the 'authorized account holder' of the media account, defined as the natural person to whom the media address is assigned by an internet service provider, online service provider or other organization (e.g., business, educational institution, etc.).
- D. No further charges shall be imposed on the Participant beyond using their standard internet connection.

5. WINNER SELECTION and NOTIFICATION

One (1) winner will be selected from a random draw, executed by a randomization system, and conducted at the Sponsor's location. Winners will be awarded to the email address or mailing address provided at entry or time of award acceptance. Participant is responsible to notify Sponsor of change of email address during Promotion Period. Return of any award notification as undeliverable may result in disqualification or loss of rights to the award and selection of an alternate winner. Winners will be notified by email on or after January 10, 2023.

Within 5 days of notification, winners may be required to provide their telephone number, shipping address, country, age and/or proof of eligibility. If the Sponsor does not receive required information within this timeframe, the Sponsor reserves the right to cancel the award entitlement and notify an alternate winner. Prior to award forfeiture, sponsor shall attempt two alternate winner notifications per award. Sponsor is not liable if winner information as provided does not match actual recipient identification, as items may be rejected or delayed in shipping or customs.

Residents of the United States who are selected as a winner may be responsible to provide a W-9 for tax reporting purposes. Tax reporting will be required if accumulated value of awards received during any calendar year exceeds \$599.00 USD. Information will be retained securely according to privacy rules at the Sponsor and used solely for the purposes of tax reporting as required by law.

6. THE AWARDS: ARV is Approximate Retail Value in United States Dollars at time of promotion activation.

(1) An Acer Swift X16, bundled with the Affinity v2 Universal License and the Intel Arc Creativity Pack (ARV: \$3,800.00)

- A. All awards are non-exchangeable, non-transferable and not redeemable for cash or any other award.
- B. The award value indicated is the maximum amount. If the market or commercial value of an award differs from this maximum amount, there will be no additional compensation for the difference to the winner.

- C. The award is subject to availability. The Sponsor reserves the right to replace an award with an alternative award of equal or higher value in the unlikely event that the original award offered is no longer available.
- D. Award consists of only those items specifically listed.
- E. The Sponsor shall release only the name and country of winners. Participants may request their name and country not released in the event they win by contacting contestsupport@ironhorse.io during Promotion Period, where permitted by law.
- F. Canadian and Malaysian resident winners, if eligible, will be required to complete a simple skill question during the award acceptance process to validate their acceptance.
- G. United States resident winners will be responsible to provide a W-9 for tax reporting purposes. Tax reporting will be required if accumulated value of prizes received during any calendar year exceeds \$599.00. Information will be retained securely according to privacy rules at the sponsor and used solely for the purposes of tax reporting should the need arise.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Sponsor and its affiliated companies, employees, officers, directors, agents and representatives, will not in any circumstances be liable to the winner or accept liability for loss, damage, injury or death in connection with this Promotion participation (including award acceptance or use).

Participant statutory rights are not affected. Nothing in these Terms and Conditions will in any way limit Sponsor liability for death or participant injury caused by its negligence or for any other matter where liability may not be excluded or limited by law.

8. GENERAL

- A. The decisions of the Sponsor in all matters relating to the Promotion are final and legally binding and no additional correspondence will be engaged.
- B. Participation requirements provided shall incorporate into these existing Terms and Conditions as stated. In the event of any conflict or inconsistency (including advertising or promotion materials), these Terms and Conditions shall take precedence. If any provision of the Terms and Conditions (or Promotion) is held to be illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of the Terms and Conditions (or Promotion) shall remain operative and binding.
- C. The Sponsor reserves the right to eliminate or disqualify entries or Participants that it regards as breach of these Terms and Conditions or the spirit of the Promotion. Any Participant who tries to circumvent will be disqualified and any award will be void. Participants impacted under this clause will be notified.
- D. Sponsor will disqualify and not tolerate Participant posts via any media channel during the Promotion Period that represent bullying, Anti-Social Forces, spiteful or upsetting to other entrants and followers of Intel or directly aimed at Sponsor or affiliates.
- E. If for any reason these Promotions are not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, tampering, unauthorized intervention, fraud, or any other cause beyond the reasonable control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Sponsor reserves the right to cancel, terminate, modify, or suspend the Promotion and select award winners

as outlined above up to the cancellation/suspension date. Notification of such action will be provided on the Promotion Website.

- F. The Sponsor shall not be liable for any failure to comply with its obligations relating to this Promotion where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, COVID-19 Pandemic, weather conditions, mechanical issues, diversion of aircraft or other operational incidents, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- G. The Sponsor accepts no responsibility for entries that are delayed, incomplete, or lost due to technical reasons, or otherwise. The Sponsor further accepts no responsibility for system errors or other issues that may result in disruption to winner notifications or awards to the extent permitted by law.
- H. Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. Sponsor reserves the right to select winners from eligible entries received as of the termination date if the promotion is terminated early per the above. Sponsors further reserve the right to disqualify any individual who tampers with the entry process. Caution: Any attempt to deliberately damage any website or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws. Sponsor reserves the right to seek damages to the fullest extent of the law, should such an attempt be made.
- I. This Promotion may be shared across multiple media sites, social media sites and email communications, but there is only one award pool.
- J. It is the responsibility of the Participant to provide their correct, current personal information when entering the Promotion and/or accepting any award. The Sponsor accepts no responsibility for Participants or winner failing to supply accurate information which affects any acceptance and/or delivery of any award.
- K. It is the responsibility of the winner to notify their own Government's relevant tax department where required by Law. To the extent permitted by law, Sponsor and its subsidiaries take no responsibility or liability for taxation or for any other costs incurred in connection with the awards received in this Promotion.
- L. To the fullest extent permitted by law, the application and interpretation of the Promotion and these Terms and Conditions shall be governed by the laws of the United States, and Participants shall submit to the appropriate State and Federal jurisdictions of the US court. These Terms and Conditions (or Promotion) and any information or notifications provided by the sponsor are in English. Any translation of these Terms and Conditions (or Promotion) or other information or notifications is provided for your convenience only and may not accurately represent information in the original English. In the event of any inconsistency, except where prohibited by law, the English language version of these Terms and Conditions (or Promotion) or other information or notifications shall prevail.

9. DATA PROTECTION

Participant data supplied during Promotion Period (name, country, phone number, email address or social media handle for purposes of participation) and other information deemed specific to this Promotion for its execution and administration will be processed in accordance with these Terms and Conditions and the Privacy Policy of Sponsor and may be passed on to third party suppliers for fulfilment and delivery of the awards only. Sponsor Privacy Policy: [Intel Privacy Notice](#)

Sponsor shall be the controller for the collection and use of personal information in conjunction with participation in the Promotion. For the performance of the Promotion, the following data of the **winners only** will be collected and processed: name, shipping address, email address, phone number (“Participant’s Personal Data”). Participant’s Personal Data will be maintained in the United States and will be used solely for purposes of Promotion administration.

AU residents: Participant personal data is collected for the purpose of conducting this Promotion. Supplying Participant personal data is required for participation. This data may be disclosed to the Sponsor’s third party service providers located in the United States of America. Sponsors privacy policy contains information regarding access or correction of personal data or complaints about a potential breach of privacy.

Spain residents: In accordance with the Data Protection regulations in force and the European Regulation on the Protection of Personal Data, Sponsor informs Participant of the personal data that will be processed by Intel Corporation, (The Sponsor), with registered office in 2200 Mission College Blvd., Santa Clara, CA 95052-8119.

The Sponsor will process Participant personal data to:

- Manage participation in the Promotion and any related activity, such as communicating any changes or incidents, winner status, etc.
- Manage the delivery of the award. Sponsor will contact Participant by the means available (by post, email, etc.) to request any additional information needed to manage the delivery of the award (for example, ID, postal address, etc.).
- To publish the award winners' data on the websites indicated in these Terms and Conditions.

The legitimacy of this data processing is based on the fulfillment of legal obligations arising from their participation in the Promotion.

The award winners' data will be communicated on Sponsor's webpage and social media profile.

Beyond the communication necessary to comply with the obligations of this Promotion, the personal data of the participants will not be disclosed to third parties, beyond those suppliers who provide a service related to this promotion and the award, and who in any case process the data on Sponsor behalf.

The data will be processed for the Promotion Period and, once the awards have been distributed, for the legal period necessary to comply with current regulations.

Participant has the right to access, rectify, erase, oppose, or limit the processing and portability of their personal data, as well as the possibility of revoking consent, by sending a communication to the Sponsor through contestsupport@ironhorse.io Likewise, Participant has the right to file a complaint with the competent authority on data protection in their place of residence.

Switzerland residents: The application and interpretation of the Promotion and these terms and conditions shall be governed by the laws of Switzerland, and the parties submit to the non-exclusive jurisdiction of the courts of Switzerland.

For questions about the Promotion, contact contestsupport@ironhorse.io

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